

The complaint

Miss O has complained about a kitchen she paid for using a fixed sum loan with Clydesdale Financial Services Limited trading as Barclays Partner Finance (BPF).

What happened

The circumstances of the complaint are well known so I won't go over everything again in detail but, in summary:

- Miss O entered into a fixed sum loan agreement with BPF in June 2016 to pay for the supply and fit of a kitchen from a supplier I'll call "S". The kitchen cost around £10,900. The agreement was due to be paid back over 71 months, but Miss O settled it in February 2017.
- Miss O said she started to notice door panel delamination in 2021 but complained to S in October 2023. She also highlighted an issue with a door handle. She said S supplied a warranty which should cover the issues. Miss O also put in a claim under section 75 with BPF.
- S offered:
 - o A range change which would involve a similar like for like range to make sure it fits with the current units and worktops. This included doors; decors; fillers; plinths; cornice; pelmet etc. and £300 as a contribution towards fitting, or
 - o An allowance of £1,431 to keep the kitchen as it is. This would void the warranty going forward.
- BPF thought the offers were fair but Miss O didn't, so she referred the complaint to the Financial Ombudsman.

BPF spoke to S and it increased the offer to also include:

- Instruct a company to clear any rubbish from the installation of the items being replaced.
- £1,200 to take into consideration the time it will take to replace the items.

Our investigator thought the offer was fair but Miss O didn't. In summary, she said the £1,200 offer falls far short of the cost for her to get an independent fitter to rectify the issue. She said an independent fitter would immediately invalidate the warranty. She thought S should use its own installation team. She also said:

- The terms of the warranty weren't given to her by S.
- The warranty wasn't discussed by S prior to purchase other than telling her she had a 10-year warranty for the doors.
- There's no reference to them in S's Kitchen Installation Charter.
- The signed installation contract doesn't mention them.

- The terms of sale have been amended since 2016.

Miss O thought the kitchen wasn't fit for purpose and the offer wasn't fair. I issued a provisional decision that said:

I want to acknowledge I've summarised the events of the complaint. I don't intend any discourtesy by this – it just reflects the informal nature of our service. I'm required to decide matters quickly and with minimum formality. But I want to assure Miss O and BPF that I've reviewed everything on file. And if I don't comment on something, it's not because I haven't considered it. It's because I've concentrated on what I think are the key issues. Our powers allow me to do this.

Miss O paid for the kitchen using a fixed sum loan agreement. This is a regulated consumer credit agreement, and our service is able to consider complaints relating to these sorts of agreements.

I take into account the relevant law. So, in this case, section 75 of the Consumer Credit Act 1974 (CCA) makes BPF responsible for a breach of contract or misrepresentation by the supplier under certain conditions. I think the necessary relationships between the parties exists and the claim is within the relevant financial limits.

I'm conscious that the law imposes a six-year limitation period on relevant claims. But given the findings I'm intending to reach I don't intend to undertake a detailed analysis of how that impacts Miss O's complaint. I think it makes sense to consider things holistically so I can deal with Miss O's various complaint points. But I will have regard to the Limitation Act 1980.

It's important to note I'm not considering a complaint against S. I'm considering a complaint against BPF. So I have to consider BPF's obligations as a provider of financial services – in this case its liability for breach of contract or misrepresentation under section 75.

Implied terms

The Consumer Rights Act 2015 (CRA) is relevant to this complaint. The CRA implies terms into the contract that goods supplied will be of satisfactory quality and that services will be carried out with reasonable skill and care. The CRA also sets out what remedies are available to consumers if statutory rights under a goods or services contract are not met.

I'm conscious the kitchen was supplied in 2016, around seven years before Miss O put in her claim. So it's not clear she'd be able to bring a claim about the quality of it.

In any event, the CRA sets out that goods which do not conform to the contract at any time within the period of six months beginning with the day on which the goods were delivered to the consumer must be taken not to have conformed to it on that day unless it's established the goods did conform to the contract on that day or that the application is incompatible with the nature of the goods or with how they fail to conform to the contract.

Miss O hasn't supplied evidence such as an independent, expert opinion that sets out the goods weren't of satisfactory quality or that they weren't installed with reasonable skill and care. I can't safely conclude from the photos I've seen that there was a breach of contract in relation to the quality of the doors. There could be several things that led to damage on the doors. I'm not a kitchen installer expert, and neither is BPF. Without sufficient supporting evidence, even if it was something it could be held liable for, I don't think BPF was unfair not to uphold the claim on the basis of a breach of an implied term of the contract. I don't think the fact that S agreed to provide replacements or redress under a warranty in itself shows that there was a fault with the goods that made them of unsatisfactory quality at the point of

sale. But, for the avoidance of doubt, I'm not saying that something hasn't gone wrong – merely that I think there's a lack of evidence.

Express Terms

I also need to consider what I think Miss O's contract with S agreed to provide so I can determine whether there has been a breach of an express term of it. I've seen a copy of terms and conditions of sale. This sets out, amongst other things, that S would warrant the quality of its joinery and kitchen carcasses (cabinets) which form part of the product in accordance with S's warranty. It gives a website address to view the warranty. The terms of sale also say that it would warrant on delivery and for a period of 12 months that products not covered by the warranty would be of satisfactory quality. The terms also state that S would repair, replace or refund for defective goods and returns.

I've looked at the warranty website link. And I've also reviewed a historic version from 2014 which is the closest I could find to the date Miss O purchased the kitchen. The warranty terms and conditions state that S guarantees cabinets would be free from faults or defects in workmanship and materials for 20 years. It says that upon receiving a claim it would assess it, investigate and if necessary offer to repair, replace or issue a refund. It has several exclusions and also says that S wouldn't deal with the removal of defective cabinets or installation of replacements.

I'm conscious S offered a replacement for Miss O. And the terms didn't say the replacement needed to be an exact likeness. I've not seen enough to say it needed to do something else for the door handles. So I don't think there was a breach of contract. S also offered her a sum towards the fitting costs, whereas I don't think the contract (or warranty) required it to do that.

Given the offer made by S above seems to be in line with the express terms of the contract and warranty, I don't find I've seen enough to show there's been a breach of contract that BPF would be liable for. And I don't think there's been an allegation of a misrepresentation.

S has made an offer to arrange to pay for a collection to take place for the waste; replacement goods of an equivalent range; and £1,200 towards fitting costs. As an alternative it offered a £1,431 payment. I'm intending to say Miss O should contact S if she now wishes to accept this.

I don't find I have the grounds to direct BPF to do more.

BPF responded to say it had nothing further to add to the case.

Miss O responded with some attachments. She set out she wanted to make us aware of the initial problems she had with the kitchen. In summary, Miss O said S delivered her order in July 2016 and she needed to store it until the kitchen was installed in August 2016. Miss O said there were several concerns regarding the condition of some of the doors, sink and door handles. Miss O said she complained and several door handles were replaced at the time. She said 4 door handles are currently pitting/rusting.

Miss O said she insisted a manager from S attended her home to assess the issues and S noted the sink wasn't level and a replacement was ordered, and that several doors needed replacing. Miss O said she was advised by S to use the new kitchen despite the issues, and it took 8 weeks for the kitchen to be signed off in September 2016. Miss O said she now finds herself for a second time with faulty doors and handles.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'd like to thank the parties for their responses. I'm very sorry to hear Miss O is unhappy with parts of the kitchen. And I can see there were issues around the time it was first installed, which it seems were broadly resolved, albeit Miss O says problems have returned. But I've explained in my provisional decision why I needed to take into account the law imposes a six-year limitation period on relevant claims after which they become time barred under the Limitation Act 1980 ("the LA"). So I consider it's fair and reasonable for a creditor not to have to look into or honour a section 75 claim that was first raised with it by the debtor after the claim had become time barred under the LA. Part of Miss O's claim relates to an alleged breach of contract from 2016, but the claim wasn't raised until 2023. This is more than six years after she entered into an agreement with BPF, so I don't think there'd be grounds to uphold this part of the complaint.

Moreover, I've already set out why I didn't think there was sufficient evidence to show S breached the terms of the warranty or express terms of the contract. I still think Miss O should contact S if she wishes to accept its offer. I'm not going to direct BPF to take any further action.

My final decision

My final decision is that I don't think Clydesdale Financial Services Limited trading as Barclays Partner Finance needs to do anything to settle the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 8 July 2025.

Simon Wingfield

Ombudsman